

surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

**And the Party of the First Part,** in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided.
2. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.
3. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
4. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the "Beneficiary," its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the giving of bond by any Trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder.
6. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ( $\frac{1}{2}$ ) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.
7. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.
8. That he specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

*William T. Shelton* ..... [SEAL]  
William T. Shelton

*Margaret M. Shelton* ..... [SEAL]  
Margaret M. Shelton

..... [SEAL]

Witness:

*Katherine E. Benson*  
Katherine E. Benson, as to both